

AFSCME Iowa Council 61
Initial Proposal (Restart)
February 22, 2017

2017~~{2015}~~ - 2019~~{2017}~~

COLLECTIVE
BARGAINING
AGREEMENT

BETWEEN

THE STATE OF IOWA

AND

THE AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL
EMPLOYEES, COUNCIL 61 AFL-CIO

MASTER CONTRACT
for the following bargaining units

BLUE COLLAR
CLERICAL
COMMUNITY CORRECTIONS
EDUCATION
FISCAL & STAFF
PATIENT CARE
SECURITY
TECHNICAL

Effective: July 1, 2017~~{2015}~~ through June 30, 2019~~{2017}~~

Note: Throughout the course of these negotiations, the Union reserves the right to add to, delete from and/or revise this proposal.

Note: All notations in the Collective Bargaining Agreement which make a reference to an Appendix needs to be reviewed mutually to ensure that the notations are appropriately placed in the Collective Bargaining Agreement.

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ARTICLE I
AGREEMENT

This Agreement made and entered into this 1st day of July 2017 ~~{2015}~~, at Des Moines, Iowa, pursuant to the provisions of Chapter 20 of the Code of Iowa, by and between the State of Iowa (hereinafter referred to as the Employer) and the American Federation of State, County, and Municipal Employees, Iowa Public Employees Council 61, AFL-CIO (hereinafter referred to as the Union), and its appropriate affiliated locals, as representatives of employees employed by the State of Iowa, as set forth specifically in Appendix A.

ARTICLE II
RECOGNITION AND UNION SECURITY

Current Contract Language

ARTICLE III
MANAGEMENT RIGHTS

Current Contract Language

ARTICLE IV
GRIEVANCE PROCEDURE

Current Contract Language

ARTICLE V
SENIORITY

Current Contract Language

ARTICLE VI
LAYOFF PROCEDURE

Current Contract Language

ARTICLE VII
TRANSFERS

Current Contract Language

ARTICLE VIII
HOURS OF WORK

Current Contract Language

ARTICLE IX
WAGES AND FRINGE BENEFITS

Section 1 Wages

- A. On the first day of the pay period that includes July 1, 2017 ~~{2015}~~, employees in the bargaining units covered by this Agreement shall receive a one ~~{two and one-half}~~ percent (1.0 ~~{2.5}~~%) across-the-board pay increase.

All employees eligible for negotiated within-range step increases shall receive automatic step increases in accordance with their eligibility date and the new rate of pay shall start on the first day of the pay period in which the employee's eligibility date occurs. The current procedure used in Regents will continue as it currently exists. The step increases shall be automatic four and one-half percent (4.5%) within-grade increases in accordance with their eligibility date.

- B. On the first day of the pay period that includes July 1, 2018 ~~{2016}~~, employees in the bargaining units covered by this Agreement shall receive a one percent ~~{two and one-quarter}~~ (1.0 ~~{2.25}~~%) across-the-board pay increase.

All employees eligible for negotiated within-range step increases shall receive automatic step increases in accordance with their eligibility date and the new rate of pay shall start on the first day of the pay period in which the employee's eligibility date occurs. The current procedure used in Regents will continue as it currently exists. The step increases shall be automatic four and one-half percent (4.5%) within-grade increases in accordance with their eligibility date.

- C. Current Contract Language
- D. Current Contract Language
- E. Current Contract Language
- F. Current Contract Language

Section 2 Deferred Compensation

Current Contract Language

Section 3 Selected IRS Pre-Tax Benefits

Current Contract Language

Section 4 Health Benefits

~~{For the period of July 1, 2015 through December 31, 2015, Section 4 of the 2013-15 contract remains in force (see APPENDIX Y). For the period January 1, 2016 through June 30, 2017, the following language applies unless otherwise noted.}~~

A. Group Plans and Contributions

The State agrees to continue to provide group health benefits to all eligible bargaining unit members. Employees will have health plan options of Program 3 Plus, Iowa Select, a PPO with a fifty dollar (\$50) emergency room co-payment, without consideration of any other deductible, as well as such managed care organization plans as offered annually by the State with the benefits at the same level as provided under such plans during the 2015 - 2017 Master Agreement. Program 3 Plus and Iowa Select will ~~{be modified to}~~ include a three (3) tier drug card program in which there is a separate \$500/\$1,000 drug card out-of-pocket maximum and a \$5/\$15/\$30 (generic/ brand name formulary/brand name nonformulary respective) co-payment. Program 3 Plus and Iowa Select will include a mail order prescription provision where two co-payments will be paid for a ninety (90) day supply for maintenance drugs determined by the carrier. If a

generic equivalent is appropriate and available and the member chooses a brand name drug, the member is responsible for the co-payment plus any difference between the maximum allowable fee for the generic drug and the maximum allowable fee for the brand name drug, even if the provider has specified that the brand name drug must be taken. The deductible carry over provision for both Plan 3 Plus and Iowa Select will be eliminated. A fifteen dollar (\$15.00) standard office visit co-pay will be included in both Program 3 Plus and Iowa Select. This co-pay applies once per date of service and applies to the exam only, deductible and coinsurance do not follow the co-pay for the exam. Coinsurance would apply to other office services and the co-pay will count towards out-of-pocket maximums. The employee may elect to purchase coverage in accordance with the provisions of Appendix C (Health Benefits Plan section).

After positively enrolling for plan year 2016, a bargaining unit member does not need to re-enroll for future plan years. If the member does not make any changes, the member's coverage's will remain the same and carry over to the next plan year.

Effective January 1, 2018~~16~~, the State further agrees to contribute to the cost of health benefits in accordance with the following provisions:

1. Single Plans:

In each year of this Agreement, the Employee shall contribute fifty ~~twenty~~ dollars (\$50.00 ~~\$20.00~~) a month toward any plan and coverage level selected. The State agrees to contribute the remaining portion of the premium for the single plan and coverage level selected.

2. Family Plans:

In each year of this Agreement, the State's monthly contribution to all family plans shall be eighty-five percent (85%) of the Iowa Select total family premium. Employees may apply this dollar amount to the plan of their choice.

In each year of this Agreement, the Employee shall contribute a minimum of fifty ~~twenty~~ dollars (\$50.00 ~~\$20.00~~) a month toward any plan and coverage level selected, if the eighty-five percent (85%) of

the Iowa Select does not require the employee to make an additional contribution.

Family plans will be available to Domestic Partners, provided they meet requirements set forth by the State and its carriers. The State will pay the State's contribution toward family premium. Any forms or affidavits will not be made part of this contract.

Should the monthly premium for any family health plan option be reduced during this Agreement, the State and the employees will contribute the same percentages of total monthly premium paid in the prior year. The State's contribution for a MCO not previously offered will be the State's contribution to Iowa Select.

3. Double-Spouse:

When a husband and wife are employed by the State, at the option of the couple, one family plan may be elected. The husband and wife shall contribute a total of seventy-five ~~{twenty}~~ dollars (\$75.00 ~~{20.00}~~) per month toward the family plan and coverage level selected. The State agrees to contribute the remaining portion of the premium for the family plan and coverage level selected.

When a husband and wife are employed by the State and one spouse is a full-time employee and one spouse is a benefits-eligible part-time employee, at the option of the couple, one family plan may be elected. The husband and wife shall contribute a total of seventy-five ~~{twenty}~~ dollars (\$75.00 ~~{20.00}~~) per month toward the family plan and coverage level selected. The State agrees to contribute the remaining portion of the premium for the family plan and coverage level selected. If both spouses are benefits-eligible part-time employees, the State's share of the premium for each employee will be one-half ($\frac{1}{2}$) of the State's share of the full-time double-spouse family premium. There will be no seventy-five ~~{twenty}~~ dollars (\$75.00 ~~{20.00}~~) per month contribution, unless the contribution paid by the husband and wife is less than seventy-five ~~{twenty}~~ dollars (\$75.00 ~~{20.00}~~) per month. If the husband and wife contribution is less than seventy-five ~~{twenty}~~ dollars (\$75.00 ~~{20.00}~~), the husband and wife joint contribution will be increased to a total of seventy-five ~~{twenty}~~ dollars (\$75.00 ~~{20.00}~~) per month.

When a husband and wife are employed by the State, and one spouse is a non-Regents employee and the other spouse is a non-merit Regents employee, at the option of the couple, one family plan may be selected. The family plan selected shall come from those plans administered by the Department of Administrative Services. The husband and wife shall contribute a total of seventy-five ~~twenty~~ dollars (\$75.00 ~~20.00~~) per month toward the family plan and coverage level selected. The State agrees to contribute the remaining portion of the premium for the family plan and coverage level selected.

B. Cost Containment

Current Contract Language

C. ~~Plan Changes~~

~~Program 3 Plus and Iowa Select will be modified and effective as follows:~~

~~1. Effective January 1, 2016, the medical out of pocket maximum (OPM) will be \$650/\$1,450~~

~~2. Effective January 1, 2017, the medical out of pocket maximum (OPM) will be \$1,000/\$2,000~~

~~3. Effective January 1, 2016, the pharmacy out of pocket maximum (OPM) will be \$500/\$1,000~~

~~Blue Access will be modified as follows effective with the 2016 plan year:~~

~~1. Effective January 1, 2016, Coinsurance shall be ninety percent (90%) of the cost for all services not subject to a copayment.~~

~~Employee is responsible for ten percent (10%) of the cost for all services not subject to a copayment.~~

~~D.]~~ Second Opinions

Second opinions for elective surgery remain voluntary. (Enrollment Periods, Other Enrollment Changes, and Movement Among Plans, see Appendix C)

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Section 5 Dental Benefits
Current Contract Language

Section 6 Workers' Compensation Benefits
Current Contract Language

Section 7 Life Insurance
Current Contract Language

Section 8 Disability Insurance
Current Contract Language

Section 9 School Year Employees
Current Contract Language

Section 10 Sick Leave
Current Contract Language

Section 11 Paid Annual Leave of Absence (Vacation)
Current Contract Language

Section 12 Holidays
Current Contract Language

Section 13 Travel and Lodging
Current Contract Language

Section 14 Payday
Current Contract Language

ARTICLE X
LEAVES OF ABSENCE

Current Contract Language

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ARTICLE XI
MISCELLANEOUS

Current Contract Language

ARTICLE XII
HEALTH AND SAFETY

Current Contract Language

ARTICLE XIII
(THIS ARTICLE RESERVED FOR FUTURE USE)

ARTICLE XIV
GENERAL

Current Contract Language

TERMINATION OF AGREEMENT

The terms and conditions of this Agreement shall continue in full force and effect commencing on July 1, 2017 ~~{2015}~~, and terminating on June 30, 2019 ~~{2017}~~, unless the parties mutually agree in writing to extend any or all of the terms of this Agreement. Upon termination of the Agreement, all obligations under the Agreement are automatically canceled.

Negotiations for a new Agreement shall commence on or before November 30, 2018 ~~{2016}~~. In the event the parties fail to reach an agreement by January 1, 2019 ~~{2017}~~, mediation shall be requested. In the event the parties are still at impasse on February 1, 2019 ~~{2017}~~, the dispute shall be submitted to final and binding arbitration. In the event the dispute is submitted to arbitration, the arbitrator's decision shall be rendered by no later than March 15, 2019 ~~{2017}~~. The parties may mutually agree to eliminate or modify any of the above impasse procedures.

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**APPENDIX A PAYGRADES AND CLASSIFICATION
PAYGRADES AND CLASSIFICATIONS**

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**APPENDIX B
ORGANIZATIONAL AND EMPLOYING UNITS**

Current Contract Language

**APPENDIX B2
COMMUNITY BASED CORRECTIONS**

Current Contract Language

**APPENDIX C
ENROLLMENT PERIODS, OTHER ENROLLMENT CHANGES, AND MOVEMENT AMONG PLANS**

Current Contract Language

**APPENDIX C-1
HEALTH BENEFITS
REVIEW COMMITTEE**

Current Contract Language

**APPENDIX D
DENTAL BENEFIT COVERAGE**

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**APPENDIX E
RELOCATION REIMBURSEMENT**

Current Contract Language

**APPENDIX F
AIRPORT FIREFIGHTERS**

Current Contract Language

**APPENDIX G
DEPARTMENT OF PUBLIC DEFENSE**

Current Contract Language

**APPENDIX H
DEPARTMENT OF CORRECTIONS**

Current Contract Language

**APPENDIX I
DEPARTMENT OF TRANSPORTATION**

Current Contract Language

**APPENDIX J
DEPARTMENT OF HUMAN SERVICES**

Current Contract Language

**APPENDIX K
ATTENDANCE POLICY**

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APPENDIX L
DEPARTMENT OF ADMINISTRATIVE SERVICES -
GENERAL SERVICES ENTERPRISE (DAS-GSE)

Current Contract Language

APPENDIX M
BOARD OF REGENTS (BOR)

Current Contract Language

APPENDIX N
EDUCATION

Current Contract Language

APPENDIX O
SECURITY BARGAINING UNIT

Current Contract Language

APPENDIX P
DEPARTMENT OF NATURAL RESOURCES

Current Contract Language

APPENDIX Q
PROFESSIONAL FISCAL & STAFF BARGAINING UNIT

Current Contract Language

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APPENDIX R
CLERICAL BARGAINING UNIT

Current Contract Language

APPENDIX S
COMMUNITY BASED CORRECTIONS BARGAINING UNIT

Current Contract Language

APPENDIX T
IOWA WORKFORCE
DEVELOPMENT DEPARTMENT

Current Contract Language

APPENDIX U
MEMORANDUM OF UNDERSTANDING #1
Recruitment for Health Care Professionals

Current Contract Language

MEMORANDUM OF UNDERSTANDING #2
Minimizing Mandatory Overtime

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MEMORANDUM OF UNDERSTANDING #3
Second Shift Differential ASP and ISP

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MEMORANDUM OF UNDERSTANDING #4
Job Evaluation

Current Contract Language

APPENDIX V
IOWA VETERANS HOME

Current Contract Language

APPENDIX W
PATIENT CARE BARGAINING UNIT

Current Contract Language

APPENDIX X DEPARTMENT OF HOMELAND SECURITY
AND EMERGENCY MANAGEMENT

Current Contract Language

APPENDIX Y
~~[ARTICLE IX, SECTION 4 OF THE 2013-15 CONTRACT BETWEEN
THE STATE OF IOWA AND
THE AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL
EMPLOYEES, COUNCIL 61 AFL-CIO~~

~~Section 4 Health Benefits
A. Group Plans and Contributions~~

~~The State agrees to continue to provide group health
benefits to all eligible bargaining unit members. Employees will have
health plan options of Program 3 Plus, Iowa Select, a PPO with a fifty
dollar (\$50) emergency room co-payment, without consideration of any
other deductible, as well as such managed care
organization plans as offered annually by the State with the benefits
at the same level as provided under such plans during 2007. Program 3~~

~~Plus and Iowa Select will be modified to include a three (3) tier drug card program in which there is a separate \$250/\$500 drug card out-of-pocket maximum and a \$5/\$15/\$30 (generic/ brand name formulary/brand name nonformulary respective) co-payment. Program 3 Plus and Iowa Select will include a mail order prescription provision where two co-payments will be paid for a ninety day supply for maintenance drugs determined by the carrier. If a generic equivalent is appropriate and available and the member chooses a brand name drug, the member is responsible for the co-payment plus any difference between the maximum allowable fee for the generic drug and the maximum allowable fee for the brand name drug, even if the provider has specified that the brand name drug must be taken. The deductible carry over provision for both Plan 3 Plus and Iowa Select will be eliminated. A fifteen dollar (\$15) standard office visit co-pay will be included in both Program 3 Plus and Iowa Select. This co-pay applies once per date of service and applies to the exam only, deductible and coinsurance do not follow the co-pay for the exam. Coinsurance would apply to other office services and the co-pay will not count towards out-of-pocket maximums. The State further agrees to contribute to the cost of health benefits in accordance with the following provisions:~~

~~1. Single Plans:~~

~~In each year of this Agreement, the State shall contribute the full cost of single coverage.~~

~~2. Family Plans:~~

~~Effective January 1, 2012, the State's monthly contribution to all plans shall be eighty-five percent (85%) of Iowa Select. Employees may apply this dollar amount to the plan of their choice.~~

~~Effective January 1, 2013, the State's monthly contribution to all plans shall be eighty-five percent (85%) of Iowa Select. Employees may apply this dollar amount to the plan of their choice.~~

~~Family plans will be available to Domestic Partners, provided they meet requirements set forth by the State and its carriers. The State will pay the State's contribution toward family premium. Any forms or affidavits will not be made part of this contract. Either year of this Agreement:~~

~~Should the monthly premium for any family health plan option be reduced during this Agreement, the State and the employees will contribute the same percentages of total monthly premium paid in the~~

~~prior year. The State's contribution for a MCO not previously offered will be the State's contribution to Iowa Select.~~

~~3. Double Spouse:~~

~~When a husband and wife are employed by the State, at the option of the couple, one family plan may be elected. The State's contribution to double spouse family coverage will be the full premium.~~

~~When a husband and wife are employed by the State and one (1) spouse is a full-time employee and one (1) spouse is a benefits-eligible part-time employee, at the option of the couple, one (1) family plan may be elected. The State's contribution to the above stated double-spouse family coverage will not exceed the full family premium.~~

~~If both spouses are benefits-eligible part-time employees, the State's share of the premium for each employee will be one-half (1/2) of the State's share of the full-time double-spouse family premium.~~

~~When a husband and wife are employed by the State, and one (1) spouse is a non-Regents employee and the other spouse is a non-merit Regents employee, at the option of the couple, one (1) family plan may be selected. The family plan selected shall come from those plans administered by DAS-HRE.~~

~~B. Cost Containment~~

~~Program 3 Plus and Iowa Select will include a cost containment program requiring precertification of all non-emergency inpatient admissions, post-certification of emergency inpatient admissions, continued inpatient stay review, individual case management, and payment reductions for program non-compliance. Outpatient mental health and substance abuse care will require precertification or payment reductions will occur for program non-compliance. Additionally, there will be a twenty-five thousand dollar (\$25,000) lifetime maximum per couple for infertility benefits, use of a mental health network is required or benefit reduction will occur, and diabetic education is a covered benefit.]~~